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DEPARTMENT OF INDUSTRIAL RELATIONS
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

TRAFFIC CONTROL/LANE CLOSURE (LABORER)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

AGC/LABORERS MASTER
TRAFFIC CONTROL/LANE CLOSURE AGREEMENT

This Agreement, made and entered into this_____ day of_____ (signature date) through June 30, 2010, by and between ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, the collective bargaining representative of the Employer, herein referred to as "Employer" and the Northern California District Council of Laborers of the Laborers International Union of North America, AFL-CIO hereinafter referred to as "Union".

SECTION 1 GENERAL PROVISIONS

A. Definitions

(1) The term "Individual Employer" shall mean (1) an employer who has authorized the Association (Employer) to represent said Individual Employer with respect to collective bargaining with the Union; or (2) is bound to the terms and conditions of this Agreement under the subcontracting requirements of this Agreement; (3) directly signs this Agreement with the Union as an Independent or Non-Association Member. The Employer agrees to provide the Union with a current list of Individual Employers for whom it has authority to represent.

(2) This Agreement covers the following:

(a) This Agreement covers onsite work in connection with lane closures, directing and redirecting traffic in conjunction with publicly funded Highway and Heavy Engineering construction.

(b) This Agreement covers the escort vehicle drivers who guide traffic through the construction zone with the help of the flaggers in conjunction with publicly funded Highway and Heavy Engineering construction.

(c) This Agreement covers the following onsite work in conjunction with publicly funded Roadways, Highways, Heavy Engineering, Freeways, Airports, Runways, Heliports, Parking Lots, Playgrounds, and Game Courts.

1. This Agreement covers operations including, but not limited to, the layout and application of painted traffic stripes and markings, hot thermoplastic traffic stripes and marking, and tape traffic stripes and markings.

2. This Agreement covers operations including, but not limited to, the layout and application of pavement makers and adhesives and all related surface preparation work (sandblasting, waterblasting, and grinding, etc.).

E. Travel Time

(1) Any employee operating, or responsible for the control of, a company vehicle being used to transport personnel, equipment and/or supplies to and from the Individual Employer's regularly established shop or yard to a job site or is required to load or unload material or perform other work at the Individual Employer shop or yard shall be compensated per hour as referenced in Section 15 Wage Rates and Classifications.

Note: Fringe Benefits contributions are not required for travel time hours.

(2) Any employee who is a passenger in but is not directly responsible for the control of, a company vehicle being used to transport personnel, equipment and/or supplies to and from the Individual Employer's regularly established shop or yard to a job site or is not required to load or unload material or perform other work at the Individual Employer shop or yard shall be deemed to be in the vehicle voluntarily. Therefore, this voluntary status means this employee is not subject to compensation.

(3) Any employee required to move or relocate from one job site to another job site on the Individual Employer's time shall be compensated as follows: the employee's straight time hourly rate of pay shall be multiplied by the actual driving time. This compensation shall include all contractually mandated fringe benefit contributions.

F. SHIFT WORK

There is no requirement to pay a shift differential or a shift premium on shift work.

SECTION 13 RECOGNIZED HOLIDAYS

The following days are recognized as holidays: Every Saturday and Sunday in the year, except as otherwise provided herein: New Year's Day, President's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving Day and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. Martin Luther King Day will become a recognized holiday when and if the five basic crafts adopt it as a holiday.

SECTION 14 LIABILITY OF THE PARTIES

A. It is mutually understood and agreed that neither the Employer, any Individual Employer, the Union nor any Local Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented or condoned by the Employer, the

Individual Employer, the Union or Local Union, as the case may be.

B. In the event of any unauthorized violations of the terms of this Agreement, responsible and authorized representatives of the Union, Local Union, the Employer or Individual Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

SECTION 15 WAGE RATES AND CLASSIFICATIONS

Wage Rates: In each group, two different wage rates will apply for each classification, except for the Striper and related classifications in which wage rates apply for all 46 Northern California counties.

Wage Rate A: Will apply to the following six (6) counties: Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara.

Wage Rate B: Will apply to the following forty (40) counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

Laborers Traffic Control and Related Classifications

Effective Dates:		7/01/06	7/01/07	7/01/08	7/01/09	Travel Pay
Journey Person Traffic Control Person I (Holds current Individual Employer's supervisor rating. Able to read plans, layout of traffic control, crash cushions construction area and roadside signage)	Rate A:	$24.19	**	**	**	$12.00
	Rate B:	$23.19	**	**	**	$12.00
Journey Person Traffic Control Person II (Installation and removal of temporary / permanent signs, markers, delineators and crash cushions.) Normally works under the supervision of a Journey Traffic Control Person I	Rate A:	$21.69	**	**	**	$12.00
	Rate B:	$20.69	**	**	**	$12.00

Escort Vehicle Driver guides traffic through the construction zone with the help of the flaggers	Rate A:	$23.89	**	**	**	$12.00
	Rate B:	$22.89	**	**	**	$12.00
Flag Person	Rate A:	$23.89	**	**	**	$12.00
	Rate B:	$22.89	**	**	**	$12.00
Laborer Traffic Control Trainee Classifications:						
Stage 1 (2,000 hours only)		$14.57	**	**	**	$12.00

An Individual Employer may employ one (1) Trainee for every one (1) Journey Person Traffic Control Person I on his payroll, fifty (50%) on a project. Provided, the first Laborer on a project will be a Journey Person Traffic Control Person I.

the respective party on whose behalf he signs.

SECTION 24 **SUBSISTENCE**

Subsistence shall be according to the Laborers' Master Agreement. In outlying areas according to the subsistence map. Laborers shall be paid twenty-four dollars ($24.00) per day.